

FILED
March 25, 2025
Clerk, U.S. Bankruptcy Court
Middle District of Pennsylvania
Wilkes-Barre

Case Number 5:25-BK-00501-MJC
Case Filed: February 27, 2025

EXHIBIT A

NOTIFICATION OF PENDING SUIT
AND PROOF OF DELIVERY

DELIVERED ON AND TO:

March 26, 2024: Sean M. Duffy in c/o KML Law Group
701 Market St, Suite 5000, Philadelphia, PA 19106

March 27, 2024: Stanley C. Middleman in c/o Freedom Mortgage Corporation
10500 Kincaid Drive, Suite 111, Fishers, IN 46037



Hericson Torres
325 Five Springs Rd
Stroudsburg, PA 18360

3/14/2024

Account Number(s): [REDACTED] 9506

Freedom Mortgage Corporation
10500 Kincaid Drive, Suite 111
Fishers, IN 46037

Subject: **Formal Notice of Disputed Debt & Impending Legal Action with Interrogatories and a Discovery Request!**

Dear ALLEGED OBLIGOR, as defined in the **JOINT RESOLUTION of June 5, 1933:**

NOTIFICATION OF PENDING SUIT!

This is a formal challenge of the alleged debt claim. I do hereby demand proof of any outstanding balance *via* a comprehensive accounting and that record shall be supplied in an electronic format supporting the alleged accounting. I also give notice on behalf of My ESTATE ASSETS listed below, that a promissory note has been tendered along with the application as required in law. According to 59 STAT 237 §2 the promissory note was the “ELIGIBLE PAPER,” the collateral and security (satisfying any security interest and/or collateral obligation as defined in law). Any claims to the contrary are unlawful in the United States as established by the United States Congress *via* the Federal Reserve Act Section 16 Paragraphs 2 and 4! You are hereby ordered to cease-and-desist any and all collection activity until such proof is furnished otherwise a lawsuit will be commenced against your bond and your bond issuing company for your failure to comply with law!

I ask that you forgive my estate for the debt, that I and my estate are/am sorry and do repent, as I have elected to forgive your oversight as required in law:¹

The requirement of forgiving debts- (MATTHEW 6:12) “. . .and forgive us our debts, as we also have forgiven our debtors.” - The law corresponding with this in the United States may be had at 12 USC 248 which reads:

“... (g) Requiring writing off of doubtful or worthless assets of banks

To require the writing off of doubtful or worthless assets upon the books and balance sheets of Federal reserve banks. Reserve bank means: The term “member bank” shall be held to mean any national bank, State bank, or bank or trust company...” You have an account with 1 of the local

¹ (LUKE 17:3, 4) “. . .Pay attention to yourselves. If your brother commits a sin, rebuke him, and if he repents, forgive him. ⁴ Even if he sins seven times a day against you and he comes back to you seven times, saying, ‘I repent,’ you must forgive him.””

(MATTHEW 18:21) “Then Peter came and said to him: “Lord, how many times is my brother to sin against me and am I to forgive him? Up to seven times?””

(MARK 11:25) “And when you stand praying, forgive whatever you have against anyone, so that your Father who is in the heavens may also forgive you your trespasses.””



Federal Reserve agent which is a member bank of the Federal Reserve which means that this provision is applicable to your institution as defined in statute, as per member services your agreement makes you a member of that local Federal Reserve INSTRUMENTALITY! Through this act, the United States government has stated that it will forgive your indebtedness by giving you a dollar for dollar credit offset towards any tax liabilities you may have including net operating loss deductions!

"Whereas the Bible, the Word of God, has made a unique contribution in shaping the United States as a distinctive and blessed nation and people; Whereas deeply held religious convictions springing from the Holy Scriptures led to the early settlement of our Nation; Whereas Biblical teachings inspired concepts of civil government that are contained in our Declaration of Independence and the Constitution of the United States; Whereas many of our great national leaders—among them Presidents Washington, Jackson, Lincoln, and Wilson—paid tribute to the surpassing influence of the Bible in our country's development, as in the words of President Jackson that the Bible is "the rock on which our Republic rests"; Whereas the history of our Nation clearly illustrates the value of voluntarily applying the teachings of the Scriptures in the lives of individuals, families, and societies; Whereas this Nation now faces great challenges that will test this Nation as it has never been tested before; and Whereas that renewing our knowledge of and faith in God through Holy Scripture can strengthen us as a nation and a people: Now, therefore, be it Resolved by the Senate and House of Representatives of the United States of America in Congress assembled, That the President is authorized and requested to designate 1983 as a national "Year of the Bible" in recognition of both the formative influence the Bible has been for our Nation, and our national need to study and apply the teachings of the Holy Scriptures. Approved October 4, 1982..." [PUBLIC LAW 97-280—OCT. 4, 1982 96 STAT. 1211](https://www.govinfo.gov/content/pkg/STATUTE-96/pdf/STATUTE-96-Pg1211.pdf), <https://www.govinfo.gov/content/pkg/STATUTE-96/pdf/STATUTE-96-Pg1211.pdf>

This is not a spiritual matter this is a legal matter! Which is based on legal principles, as Congress has acknowledged the influence and effect of the Bible's laws on American law. And as such, "any Bank" as identified by the term "member bank or reserve bank", with a debt owed by them of greater than \$600 is/are required under the IRC section 166, in-conjunction with IRS form 1099 C, and 12 STAT 248 (g), are to write off and/or cancel debts that are deemed worthless and uncollectible. This is documented when an institution sends the matter, the outstanding debt to a collection agency and or attempts to foreclose on the collateral. For forgiving debts, under the very same principle of Matthew the 6th chapter, the United States Government credits the account of the filer dollar for dollar in either a reduction, a deduction, and/or a credit associated with the tax liabilities and the offset implied by the enactment of law!

You [the term and/or phrase and/or word "you", and/or "your" whether in the singular or in the plural, shall be held to refer to the alleged debt collector and/or the alleged party representative] have failed to provide proof of an outstanding debt. Your communication and your debt collection activities appear to violate the JOINT RESOLUTION of June 5, 1933! Specifically, the Act makes it unlawful for any alleged "obligor" to demand payment for any debt in the United States in any coin or currency of the United States. All debts must be repaid dollar for dollar! THE TRUTH IN LENDING ACT statement, 82 Stat 152, 153 and other applicable laws and/or principles of law for and of the United States of America! ; indicates that your alleged client which extended credit as a "CONSUMER CREDIT TRANSACTION" has had it returned by the borrower for the credit extended *via* the Internal Revenue Code Schedule K-1 form evidenced by this "BANKING BUSINESS RELATIONSHIP Transaction." You are damaging My ESTATE ASSETS and reputation and you bring disrepute upon My natural person THE CONSUMER and My ESTATE name. You will cease any and all further attempts of harm to person and/or property associated with My natural person and/or ESTATE and/or ESTATE ASSETS, unless you can provide proof of an outstanding amount and proof that you have compensated My ESTATE for the trading of the security on the market whereby profit has been made! You will also supply proof that you have not been reimbursed by the Federal Reserve under Section 16 Paragraphs 2 and 4 of the FEDERAL RESERVE ACT!



This correspondence is to formally address the unresolved matter of the alleged debt, account number noted above, which your agency has claimed is owed. In accordance with the Fair Debt Collection Practices Act (FDCPA), specifically ["82 STAT PAGE 162 §894. Collection of extensions of credit by extortionate means " " (a) Whoever knowingly participates in any way, or conspires to do so, in the use of any extortionate means "(1) to collect or attempt to collect any extension of credit, or " (2) to punish any person for the nonrepayment thereof, shall be fined not more than \$10,000 or imprisoned not more than 20 years, or both.] and under Sections 809(a) and 809(b) of the FDCPA, I have previously requested validation of this debt. However, your agency has failed to provide the requisite documentation to substantiate the claimed debt, thus violating **My natural person and/or ESTATE and/or ESTATE ASSETS**, property rights under the FDCPA. In an effort to pursue possible litigation with any of the following information responded to without delay, this discovery request is supported by your duty and obligation as the indentured party and/or fiduciary, and/or intermediary and/or custodian of record as this matter is coupled with an interest!

*Please note, that **THE TRUTH IN LENDING ACT STATEMENT** evidences the extension of credit, there has been no evidence on any record to my knowledge as to funding of the loan, which means you are in direct violation of federal law and statute as noted above as well as "82 Stat 152, 153 and other applicable laws and/or principles of law for and of the United States of America!". You will provide proof to the contrary, or I will prosecute your bond and the insurance company responsible therefore and thereof, in Small Claims Court for said violations!

IN EXCHANGE for...: Your communication evidences "An exchange", that My ESTATE received something of value in return for consideration or vice versa, I (shall always be inclusive) have no evidence of "FUNDING", and since you have brought forth a claim that there is evidence of an "EXCHANGE". I require proof of the exchange i.e.: "funding", since there has been an allegation that funding was provided. My ESTATE having no evidence of such "funding", only evidence of a **"CONSUMER CREDIT TRANSACTION"**, and the extension of credit does not evidence the loaning of funds as defined in law that could substantiate any claim whereby debt collection and/or foreclosure proceedings may commence without furnishing proof thereof²!

Legal Definition and Requirement of Debt Validation:

The FDCPA mandates that debt collectors must provide comprehensive validation of a debt upon a consumer's request. This validation entails a detailed accounting of the debt owed, including but not limited to a signed affidavit or a legally binding declaration that confirms the accuracy and ownership of the debt. The absence of such documentation directly contravenes the stipulations set forth by the FDCPA, rendering any attempts to collect said debt not only unethical but unlawful.

Violation of the Fair Debt Collection Practices Act:

Your continued efforts to collect this disputed debt without providing proper validation are in direct violation of the FDCPA, which protects consumers from abusive, deceptive, and unfair debt collection practices. The Act stipulates a clear moratorium or stay on collection activities upon the dispute of a debt, which your agency has blatantly disregarded.

Failure to Disclose Liability Insurance Information:

Moreover, your refusal to disclose your licensing and bonding information, upon our request, inhibits our ability to file a

² **Fairbanks Capital Corp. v. Estate of Rees, 930 P.2d 455 (Utah Ct. App. 1997)**
First National Bank of Fairbanks v. Pankow, 526 P.2d 146 (Alaska 1974)
Fowler v. First National Bank of Oakland, 98 N.E.2d 659 (Ill. App. Ct. 1951)



claim for damages caused by your non-compliance with the law. This information is critical for pursuing legal remedies and is a requirement for businesses engaged in debt collection activities and/or practices, to maintain. Your agency's failure to provide this information further evidences a disregard for legal obligations and consumer rights. This communication will serve as a final attempt as to obtaining such information within 15 calendar days of receipt!

Given these circumstances, I'm left with the choice to pursue legal action in small claims court against you collectively and/or individually for failing to validate the disputed debt as legally required and for your continued collection attempts in violation of the FDCPA. This action will seek not only to address the violation of **SECURED** rights under the FDCPA but also to claim damages for the harm caused by these unlawful practices.

Immediate Corrective Action Required:

I demand immediate cessation of all collection activities related to this account and the provision of the requested validation and insurance information. Failure to comply will result in legal proceedings without further notice.

• **INTERROGATORIES:**

INTERROGATORIES (are to be answered contextually, without regard to typo, sentence structure and/or grammar. Everyone is deemed to know the law, everyone is deemed to have a reasonable understanding of law, the following is founded on the maxim i.e.: principles of law, please be advised)-

Purported and alleged as identified, unsecured creditor Freedom Mortgage Corporation and KML Law Group, shall be whom "you" and/or "your" is referenced in the next set of sections: please answer each item numbered below clearly and concisely. Pursuant to the Federal Reserve Operating Circular No. 10 Appendix 3, when a promissory note, accompanied by the application identified therein, is used as collateral and security for a loan, and upon approval by the Federal Reserve Board of Governors:

- 1. Issuance of Federal Reserve Notes: Please confirm if Federal Reserve notes were issued to the local Federal Reserve agent on behalf of the borrower to complete the transaction in question. If yes, please provide the date of issuance and the amount.**
- 2. Notification of Receipt: Did you or the local Federal Reserve agent notify the borrower of the receipt of such monies as required by the agreement between the parties and the Fair Debt Collections Practices Act? Did you properly report according to the requirements of the Fair Credit Reporting Act? If yes, please provide a copy of the notification, with the date indicated, and proof of service and/or notification.**
- 3. Cease Collection Attempts: Upon the receipt of Federal Reserve notes by the local Federal Reserve agent as specified in law 59 STAT 237 §2, were all collection attempts ceased as stipulated by the Fair Debt Collections Practices Act, the Fair Credit Reporting Act, and the Consumer Financial Protection Act's? Please provide details of any communication sent to the borrower regarding the cessation of collection attempts.**
- 4. Statement of Accounting: If the local Federal Reserve agent, also known as the lender, operates as a "collective entity" or custodian of the records, has a comprehensive statement of accounting as prescribed by the Uniform Commercial Code Article 9 Section 210 been provided upon request? If yes, please attach a copy of the statement with the attachment as to its accuracy. 26 IRC 166: (a)General rule (1)Wholly worthless debts... There shall be allowed as a deduction any debt which becomes worthless within the taxable year.**



5. **Foreclosure Proceedings on Primary Residence:** Is it acknowledged that the primary residence is exempt from foreclosure proceedings as "necessary essentials?" Please provide any internal policies or legal interpretations that guide your practices in this area.
6. **Original Note for Debt Proof:** In instances where a debt is claimed to be outstanding, has the original note been placed on the record in court proceedings? Please detail any instances where a copy was used and the justification for its admissibility without leave of the court. Is there a TRUE BILL associated with this debt? Is so provide a certified copy, if not explain why not in full and complete detail!
7. **Eligible papers:** The United States Government has recognized that "notes, drafts, bills of exchange, bankers acceptances, trade acceptances" are eligible papers, at par with Federal Reserve notes and when tendered to the local Federal Reserve agent accompanied by the application for the advancement of Federal Reserve notes, such are, for the same purposes as "national bank (the Federal Reserve) notes." See: TITLE IV SECTION 401 SUBSECTION 18 PARAGRAPH 6. The government has held that these "eligible papers" are the "security and gold" backing Federal Reserve notes, and/or tender (and since such is defined within the law, they equate to "legal tender"), *i.e.*: "collateral security- "new money" page 80 "The ... bill provides for the issuance of a new money... this new money is to be handled. I refer to section 401, which reads: Upon deposit with the Treasurer of the United States of all contract obligations of the United States, or any notes-- And so forth. • Under the Federal Reserve Act obligations that are deposited as the security and gold for reserve notes are placed in the hands of the Federal Reserve agent... This provision is for the issuance of Federal ... Reserve notes; and the security back of it is the obligations, notes, drafts, bills of exchange, bank acceptances." When the promissory note is defined in law as "tender" for the issuance of Federal Reserve Notes', ^{ibid} what is the justification for claiming that a security interest remains?
8. **Dollar for dollar:** JOINT RESOLUTION June 5, 1933 "An Act to uniform the value of the coins and currencies of the United States" makes it clear that it is perpetually against public policy and the laws of the United States for any creditor (obligor) to demand payment from the debtor (obligee), that any debt is to be discharged upon payment (tender), "dollar for dollar" in any coin or currency which is at the time legal tender for the payment of debts!' 59 STAT 237 §2 holds that, the eligible papers (referred to as interrogatory number 7) or to receive at par value, and can at no time, "in no event, be less than the total amount of Federal Reserve notes applied for!" The United States has made the aforementioned, "eligible papers" obligations of the United States, guaranteeing their value backing them by the "full faith and credit of the United States" stating on the Congressional Record their intent to have these items backed thereby, being worth "100 cents on the dollar" as they represent "a mortgage on all the homes and other property of the people of the United States." Is it your contention, that Congress did not have the power and/or authority to assume responsibility for such eligible papers? That such eligible papers are not tender for the payment of debts? That Congress does not have the authority to regulate the coins and currencies of the United States? That Congress did not state that the eligible papers were to have equal power along with the dollars coined and/or issued? If the answers to any of these questions is yes, please support your conclusion with facts and conclusions of the law and not code, as the laws of the United States is not the U.S. Code, as the U.S. Code is always *prima facie* and not law! Unless you have evidence to the contrary, and again, you must provide such evidence supported by facts and conclusions of "the law!"



9. **Use of Foreclosure Proceedings:** have you ever used foreclosure proceedings as a means for foreclosing and collecting a debt, evidenced by a promissory note where-in **FEDERAL RESERVE OPERATING CIRCULAR 10 APPENDIX 3**, was associated directly and/or indirectly? Did you know that this potentially is a violation of the Nonjudicial Foreclosure Act provisions as recommended by the United States Congress and adopted by every state in the union? Please provide details of such instances, including case numbers and outcomes, if more than 5000, indicates such.
10. **Compliance with the Fair Debt Collections Practices Act:** In sending notices to debtors attempting to collect the purported debt, did you ever announce, that you are a debt collector? Attempting to collect a debt? That any information obtained would be used solely for that purpose? If that is the case, then you are prohibited via the fair debt collections practices act from utilizing the nonjudicial foreclosure act, with its limitations, jurisdiction, and procedures. Please provide copies of any standard notices sent to debtors evidencing the aforementioned purpose of the letter. (And yes, this communication is not suggesting you provide any personal identification information, other than account number, accounting figures, date, how many borrower's and are there are other relevant information that does not violate the privacy act. If you redact information pertinent to this investigation, a claim will be filed against your bond and the insurance company securing the bond, for violation's of that agreement/policy and interfering with my right respecting due process! It appears that you qualify as a "debt collector" as defined in law, and as such, had certain obligations to the borrower. Have you fulfilled all the obligations to the borrower as required of you while acting in the capacity of a "debt collector?"
11. **The bond and insurance information:** What is your bond number('s) (this shall reference any and all)? What is the name of the company that issued your bond and/or insurance? What is their contact information? What is the value of the bond and/or the insurance policy('s)? Do you have a copy of the policy('s)? If so, you are to supply a copy('s) for review and inspection without delay. This is notification that I 'am bringing a claim against your bond and/or insurance policy for damages (the representatives of the alleged obligor, the alleged obligor, the obligors assigns, agents, department, organization, and any other party representative, meaning, that their bond information and policy information is being required at this time). You are, in accordance with the "Liabilities Act" required to submit to your insurance company, confirmation upon request and notification of a damage claim. Such will result in a additional and separate claim being filed against the bond and insurance companies for your breach of trust!
12. **ALLEGED FRAUDULENT SECURITY:** Since the promissory note appears to be traded on the public market, and the Federal Reserve Act Section 16 Paragraphs 2 and 4 (Acts of June 21, 1917 (40 Stat. 237); Jan. 30, 1934 (48 Stat. 338); June 12, 1945 (59 STAT 237 §2))), if the promissory note is indeed "collateral and security" assuming the capacity of collateral for the presumed loan and the capacity for the security interest, directly associated with the borrower's interest and promissory note, from the trade of this instrument on the market, what is the income derived from the trade of this instrument on the market? What is the borrower's interest in the trade of the instrument on the market? Has the borrower receive any documented compensation and/or offset, as a result of the trade on the market? Did the very fact that the promissory note was tendered along with the application, which is identified as **FEDERAL RESERVE OPERATING CIRCULAR TEN APPENDIX 3**, and the law requires Federal Reserve notes to be issued to the lending institution *i.e.* the local Federal Reserve agent, on behalf of the borrower, did this transaction which is coupled with an interest, not satisfy the debt obligation? If it did not, please indicate by providing proof of an outstanding balance and/or transaction and/or provide and/or furnish evidence that the promissory note is neither collateral nor security as prescribed in law?



13. Until further notice: THE INTERNAL REVENUE SERVICE has provided guidance, that until further notice, there will be no penalties for financial institutions such as yours and/or the one you claim to represent, for failing to provide the recipient copies of the 1099C to the borrower for The Cancellation of The Debt. Charge-Off, Write-Off, Forgiveness, Extinguishment, Offset, Setoff, Discharge, if any of these are associated with the alleged debt³, please indicate which, the date that they apply, the dates the borrower was notified, and any and all financial records documenting discounts, deductions and/or reductions and/or credit in tax liability for you and/or your organization associated with the alleged debt? Please take special notice, that any discount, any deductions, any reductions in tax liabilities associated with the instant alleged debt, equate to some sort of benefit, usually “dollar for dollar” if this is the case, such was received directly related to and/or associated with the borrower’s interest. If you received any of the aforementioned associated reduction and/or deduction and/or offset and/or benefit directly associated with or indirectly to the borrower’s interest, the borrower was to be notified, the borrower’s alleged account balance was to be adjusted, was this done (please note that throughout this presentment each paragraph is contextually construed unless otherwise indicated)? when was it done? when was the borrower notified? Please take further notice, that although the Internal Revenue Service has elected not to enforce penalties for these members to supply the “recipient copy” to the borrower indicating a calculation of the obligation, this does not absolve the alleged creditor of the duty and obligations of the borrower’s, for failure to supply this information to the borrower equates to malfeasance and a breach of fiduciary duty, breach of fiduciary duty of care and is actionable!
14. Altering a notarized document: Do you have a copy of the original promissory note? Has the original promissory note been altered in any way? Did you know that altering a notarized document is unlawful, as a notarized document carrying the seal representing THE SOVEREIGN STATE full faith and credit, is prohibited by law? Did you know that it is unlawful for anyone to trespass on a notary seal, since the notary seal is backed by the full faith and credit of the State for which the notary is registered? Has the promissory note been converted to a negotiable instrument as outlined in the Uniform Commercial Code Article 9 Section 102 (65)?

[‘(65) "Promissory note" means an instrument that evidences a promise to pay a monetary obligation, does not evidence an order to pay, and does not contain an acknowledgment by a bank that the bank has received for deposit a sum of money or funds.’]

15. Is there any evidence and/or indication on the promissory note in its present condition which states “An order to pay?” Since a promissory note “does not evidence an order to pay” and it appears that the promissory note has a specific endorsement, and appears to carry an assignment after an endorsement of “pay to the order of... Without recourse” would indicate that the promissory note has been converted to a

³ (g) Requiring writing off of doubtful or worthless assets of banks to require the writing off of doubtful or worthless assets upon the books and balance sheets of Federal reserve banks. (h) Suspending operations of or liquidating or reorganizing banks to suspend, for the violation of any of the provisions of this chapter, the operations of any Federal reserve bank, to take possession thereof, administer the same during the period of suspension, and, when deemed advisable, to liquidate or reorganize such bank. (i) Requiring bonds of agents; safeguarding property in hands of agents to require bonds of Federal reserve agents, to make regulations for the safeguarding of all collateral, bonds, Federal reserve notes, money, or property of any kind deposited in the hands of such agents, and said board shall perform the duties, functions, or services specified in this chapter, and make all rules and regulations necessary to enable said board effectively to perform the same.” 94 Stat 248



negotiable instrument as defined under Uniform Commercial Code Article 3 Sections 104, under what premise for you asserting that there is an outstanding obligation *via* a “promise to pay?”

- **Discovery IMPOSITION:**

1. Regarding Loan Funding:

You shall provide detailed documentation and evidence that directly confirms the actual funding of the loan in question, specifying the source of the funds?

Was the promissory note used as a means of funding the loan by converting it into a monetary instrument upon receipt? If the answer is either yes or no, you will provide proof attesting to the accuracy and validity of your response.

2. Promissory Note as Collateral:

Please clarify how the promissory note is treated as collateral for the loan according to 59 STAT 237 §2. Was it considered a direct obligation of value by your institution? Is Federal Reserve operating 10 appendix 3 associated in any capacity with the aforementioned account and/or loan and/or security interest? If the answer is yes or no, please provide documentation and/or other evidence proving your asserted claim.

According to the Federal Reserve Act, as amended on March 9, 1933, promissory notes serve as collateral and security for a loan. How does your institution's handling of the promissory note align with these provisions?

3. Security Interest:

Detail the nature of the "security interest" your institution claims in the promissory note. How is this interest recorded and maintained? The act states that the promissory note is collateral backing Federal Reserve notes in their issuance and at the same time “the security associated” with any interest in the note itself, so how is it that you could have security interests in any other form of collateral, when the promissory note, “in no event shall be less than the total amount of the Federal Reserve notes applied for”? And that the “Federal Reserve Board of Governors... Shall issue Federal Reserve notes to the “US borrower” so applying, via the LOCAL FEDERAL RESERVE AGENT”’. see: THE MARCH 9Th 1933 ACT AND THE ASSOCIATED CONGRESSIONAL RECORD AS WELL AS THE FEDERAL RESERVE ACT section 16 paragraph 2, 4 for clarification.



The Federal Reserve Act's specification that promissory notes are acceptable as collateral, how does your institution establish and assert a security interest in the promissory note?

4. Alterations to the Promissory Note:

Were any alterations, markings, or endorsements made to the promissory note after the borrower's signature was notarized? If yes, please specify what alterations were made and under what authority. As everyone is presumed to know, that, a promissory note is not a contract in a general sense, but an affidavit, whereby a borrower, is attesting and promising, guaranteeing payment! There is no provision in any law whereby someone can alter a notarized affidavit! If you have evidence to the contrary please provide facts and conclusions of law in support of your response.

Considering that a notarized promissory note operates similar to a jurat, constituting an attested affidavit, how does your institution ensure that the integrity of the affidavit is not compromised through alterations? And did you at any time notify the notary and/or the US borrower as identified in the note of such alterations prior to and/or subsequent the alteration?

How do you justify any post-signature alterations to the promissory note without compromising its integrity and the notarized signature? Please explain the legal basis upon which your institution may alter a notarized promissory note without invalidating it as an affidavit.

5. Issuance and Application of Federal Reserve Notes:

How does the Federal Reserve Act as well as your institution interpret the capacity of "any" Federal Reserve Bank" to apply for Federal Reserve notes with promissory notes as collateral, as outlined in the Federal Reserve Act and its amendments? For the act is very specific, Federal Reserve act section 1 subsection 1 - 3, specifically highlighting:

Section 1. Short title and definitions

1. Short title

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the short title of this Act shall be the "Federal Reserve Act." [Part of original Federal Reserve Act; not amended.]

2. Definition of "bank"

Wherever the word "**bank**" is used in this Act, the word shall be held to include State bank, banking association, and trust company, except where national banks or Federal reserve banks are specifically referred to.



[Part of original Federal Reserve Act. As amended by act of Oct. 13, 2006 (120 Stat. 2001).]

3. Definitions of other terms

... The term "member bank" shall be held to mean any national bank, State bank, or **bank**...

The Federal Reserve act when it refers to, "any Federal Reserve Bank" it does not specifically exclude any person engaged in the business of banking as authorized by "THE CHECK 21ST ACT", and PRESIDENTIAL PROCLAMATION 2039 definition for "banking institutions"? As confirmed by THE FEDERAL RESERVE OPERATING CIRCULAR NUMBER 10 APPENDIX NUMBER 3 where it identifies the purpose of the application, "for US borrowers seeking capacity"?

In the context of the loan in question, did your institution consider or treat the U.S. borrower as equivalent to "any Federal Reserve Bank" for the purpose of applying for Federal Reserve notes, per the broad interpretation of the Federal Reserve Act?

"APPENDIX 3: APPLICATION PACKAGE FOR U.S. BORROWERS U.S. Borrowers desiring capacity to request to borrow funds from their local Federal Reserve Bank should submit the following documents, forms of which are included in this appendix:

- 1. Letter of Agreement**
- 2. Certificate Authorizing Resolutions**
- 3. Official OC-10**
- 4. Authorization List**

Before submitting such documentation, a Borrower should consult with its Reserve Bank for any special instructions."

"To the Federal Reserve Banks: Below are the names, titles and signatures of the individuals authorized to pledge collateral to/request to borrow money from the Federal Reserve Banks on behalf of the Borrower identified above."

6. Documented Evidence of Collateral Valuation:

Can you provide documented evidence of how the promissory note was valued as collateral for the issuance of Federal Reserve notes or for the loan? As the Federal Reserve act section 16 specifically holds that the promissory note is **"Under the Federal Reserve Act obligations that are deposited as the security and gold for reserve notes are placed in the hands of the Federal Reserve agent."** "This provision is for the issuance of Federal Reserve ... notes; and the security back of it is the obligations, notes, drafts, bills of exchange, bank acceptances, outlined in the section..."



What procedures does your institution follow to assess the value of promissory notes when used as collateral, in compliance with the Federal Reserve Act's requirements?

7. Compliance with Federal Reserve Act Provisions:

How does your institution ensure compliance with the specific provisions of the Federal Reserve Act, particularly those related to the use of promissory notes as collateral and security interest?

Can you detail any internal policies or procedures that directly relate to the handling, modification, and valuation of promissory notes in accordance with Federal Reserve Act amendments? **82 Stat 152, 153 and other applicable laws and/or principles of law for and of the United States of America!**

Please understand this letter is a final opportunity to resolve this matter amicably. I expect a written response acknowledging receipt of this notice and outlining your plan to rectify the violations mentioned herein within fifteen (15) calendar days of this letter's date. If you intend to ignore this communication I will reserve the right to reject mediation, as you were granted an opportunity to cure and correct any defect as well as communicate with me directly involving this private transaction, and you elected to ignore my rights, doing so without being the sufferer of a mental disease and/or defect, and have proved no coercion and/or diminished capacity, and thus have no excuse associated with such conduct. Any attempt to evade, delay, claim that the questions are too broad, not detailed enough, lacking of cohesion, not understandable, will result of my taking the letter provided you and placing it in a "language model", and asking it, the language model('s) if it is too broad, incohesive, nonspecific, non-general, not in complete detail, misconstrued, and/or otherwise, and since I have already done this, it will cause a second claim to be brought against you and/or your organization and/or your agency, for your delivered, willful, and intentional malfeasance.

Thank you again, 10 calendar day statute of limitations notification!

Respectfully presented,

**/s/ Hericson Torres, trustee by way of official assignment
Sole Proprietor of THE HERICSON TORRES, ESTATE**

, in My natural and sentient capacity
Self-Authenticating Notarized Electronic Signature